

COUNTY OF YORK, VIRGINIA
REQUEST FOR PROPOSALS
RFP

Issue Date: January 26, 2005

RFP #: 1441

Title: Riverwalk Landing Grand Opening Fireworks

Classification Code: 91502

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alexander Hamilton Blvd
P.O. Box 532
Yorktown, Virginia 23690

Using Agency And/Or Location
Where Work Will Be Performed:

York County Parks and Recreation
P.O. Box 532
Yorktown, Virginia 23690

Sealed Proposals Will Be Received Until 4:00 PM on Tuesday, February 15, 2005.
At Which Time They Shall Be Opened In Public.

NOTE: 5 copies of your Proposal will be required.

All Inquiries For Information Should Be Directed To: Louise Stokes, CPPB,
Buyer II, Central Purchasing Office, Telephone (757) 890-3680.

SEND PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Request for Proposal, The Undersigned Offers To Provide The Requested Service(s) Shown in the Attached/Enclosed (A signed Letter of Transmittal may be substituted for this cover page)..

Name and Address of Firm:

Date:_____

By:_____

Signature in Ink

Title:_____

Print Name:_____

Telephone No.:_____

Federal Tax ID#:_____

Facsimile No.:_____

1.0 PURPOSE:

The County of York, Virginia is soliciting this Request for Proposals (RFP) to secure a qualified vendor (the "Contractor") for the purpose of providing daytime and evening fireworks on Saturday, May 28, 2005 during the grand opening celebration of the County's Riverwalk Landing. The Contractor shall supply all labor, materials, equipment, vehicles, storage, insurance, and other items necessary for the safe and efficient operation of the displays. Any and all other equipment required to provide the electronic or computer firing of the fireworks display in accordance with RFP specifications shall be provided by the Contractor. The successful Contractor shall comply with the requirements of the National Fire Protection Association (NFPA) "Code for the Outdoor Display of Fireworks" (NFPA 1123), as well as other applicable Federal, State, and Local regulations.

Riverwalk Landing (see www.riverwalklanding.com) is located on the scenic York River in Yorktown, one of the gems of the Virginia peninsula's "historic triangle" along with nearby Williamsburg and Jamestown. This much anticipated waterfront revitalization project features newly constructed "colonial style" buildings housing a riverfront restaurant for fine dining as well as a variety of gift shops and gourmet food stores. In addition, Yorktown's historic "freight shed" building is being renovated to double as an exhibit hall and events venue. The project also includes a two-tier 270-car parking terrace and a small outdoor performance stage and green space area. The site will also benefit from the opening of two large floating piers. They will accommodate regional cruise vessels and visiting tall ships as well as smaller craft such as day-trippers and pleasure boaters visiting the village shops and restaurants.

Grand Opening Weekend festivities (Memorial Day weekend, May 27 – 30) are expected to include concerts, fireworks, and street vendors. **The formal dedication ceremony is scheduled for 10:00 a.m. on Saturday, May 28 and will conclude at approximately 10:50 a.m. with a ribbon cutting and barrage of daytime fireworks. Later that evening, events will include an outdoor concert highlighted by a spectacular fireworks show over the York River at 9:00 p.m.**

2.0 SCOPE OF WORK:

Proposal plans, details, schedules, and costs shall include everything required for the two Riverwalk Landing Grand Opening fireworks displays on May 28, 2005 (Sections 2.1 and 2.2 below) as well as for each of the items discussed under "Event Options" (Section 2.3). Proposals shall include material cost and delivery, personnel travel and lodging, barge and tugboat, docking location and all loading/unloading arrangements, firing racks, sand, barrels, portable electric

power if needed, and all vehicles/weather proof & secure storage. They shall also include all liability insurance and round the clock security for the fireworks.

NOTE: All applicable discounts for the displays below shall be applied as additional material and included in the shell descriptions and totals given in the Contractor's Proposal.

2.1 Ribbon-Cutting Fanfare (at approx. 10:50 a.m.):

Close proximity, electronically fired land-based barrage lasting 20 - 60 seconds.

2.2 Evening Extravaganza (9:00 p.m.):

Electronic or Computer fired, aerial display over the York River lasting approx. 15 minutes and choreographed to music (County to supply sound system stretching across the Waterfront viewing area). This is intended to be a barge-based show shot from the center of the viewing area.

NOTE: Barge: The above cost for the evening fireworks INCLUDES the cost of a barge to be supplied by Contractor (see Section 3.4). All companies submitting proposals will be required to provide their own barge, and this information and towing costs will be presented as part of their respective proposals. However, the County is also currently searching for barges as well. If the County locates one nearby during the RFP process, it will provide the cost and contact information to any potential bidder who calls to inquire and to each Contractor selected for an interview.

2.3 Event Options: In addition to the primary proposal items mentioned above in 2.1 and 2.2 above, all Offerors submitting proposals must also present their plans and any additional cost information for each of the following Event Options:

2.3.1 Evening Land-based Fireworks: If the County determines from the proposals that a quality barge-fired evening display is cost prohibitive, it will consider the option of a land-based aerial show fired from the extreme eastern (downstream) end of the waterfront viewing area. This is a large, gated beach picnic area on the riverfront that is owned by the National Park Service and operated by the County. If this option is selected, this area would be closed from the time the fireworks arrive until the morning afterward when the Fire Marshall conducts a final, daylight inspection of the area for debris with the Offeror and pronounces it ready for reopening to the public.

2.3.2 Rain Date: Sunday, May 29, 2005:

There is a possibility that the County will advertise May 29 as a rain date if one or both of the above fireworks displays are cancelled due to inclement weather on May 28. If the County decides to include a rain date option for this event, the make-up schedule on Sunday, May 29 would be as follows:

- a. Ribbon-Cutting: 1:50 p.m.
- b. Evening Display: 9:00 p.m.

NOTE: Offerors submitting proposals are reminded that this Rain Date option needs to be planned and priced for both the barge-fired evening display (2.2) and optional land-based program (2.3.1).

3.0 PROPOSAL REQUIREMENTS

All Offerors shall submit a Written Proposal to the Committee in accordance with the fireworks display requirements, terms, and conditions outlined in this RFP. Proposals may include brochures, audio-visual materials, and any other information that will help show the capabilities and experience of the Offeror. In addition, all Proposals must contain the following:

- 3.1 Authorized Signature And Form: This completed, signed RFP shall also be included in your proposal. Each Proposal shall be signed by the person legally authorized to bind the Contractor to a contract.
- 3.2 Insurance: The Proposal shall include the Offerors Public Liability and Automobile Liability Certificates of Insurance (or satisfactory evidence thereof), as well as evidence of appropriate Workmen's Compensation Insurance for the fireworks shows and barge.
- 3.3.1 Fireworks Display Schedules: The Proposal shall contain the following information concerning the Offerors respective display plans for items 2.1, 2.2, and 2.3.1: Provide a fully detailed plan of the display program, including, at a minimum, the following information: total number of shells per minute; including specialty colors (blue, white, shade of green, etc.), size of shells, variety of shells and quality of shells. Make special note of shells that would make the show unique to York County. Note special effect shells and their effects. Show amount of dead air time and length of show. Please also discuss plans for music selections, and choreography/synchronization as well as a detailed, concise action plan for delivery, inventory, communication with staff, set-up, display, clean-up of area and disposal of defective, damaged or unsafe shells. Include safety procedures.
- 3.3.2 Shell Description: Submit information that will clearly describe each of the shells that will be used along with their names.
- 3.3.3 Shell Schedule: List the names, number, and sizes of the shells for each of the following program segments: a. Opening b. Body c. Finale
Please summarize the number of shells by size and program segment for the respective displays.

NOTE: The short duration of the ribbon cutting display (2.1) does not necessarily require these three (3) distinct program segments unless a company submitting a proposal feels that would be best. Otherwise, this display may be summarized in it's entirety as simply one continuous barrage from start to finish.

3.3.4 Combinations: Also, list the firing combinations that are planned for each segment.

3.3.5 Timing: Please provide the following:

- a. Approximate duration in minutes for each of the three (3) program segments in
- b. Approximate time lapse in seconds between firings.

3.4 Barge Information and Requirements: Each Offeror shall provide complete barge information including the company name, all contact information, and complete description of the barge in use. Please also provide plans for docking location, loading, transport, and unloading at the conclusion of the fireworks. Offerors will verify that the following minimum requirements are met for a Coast Guard approved barge, one (1) tug with captain, and properly licensed operator to load and shoot off the fireworks display from the York River:

1. The barge will be equipped with Coast Guard approved life safety flotation devices for all personnel assigned to the barge. The tugboat will also carry Coast Guard approved life safety flotation devices for all personnel onboard.
2. The barge will be equipped with ladder access to allow immediate access for inspection and emergency response.
3. Barge shall have a flat deck and be Coast Guard approved for the fireworks show. The barge must be free from all debris and garbage, and swept clean.
4. The Successful Offeror shall list the name of the barge company as additional insured on it's insurance certificate
5. One tug to accompany the barge at all times: to and from the shoot site, and to stand by the barge during the fireworks shoot.
6. The barge must carry a load-line and certificate of inspection from the Coast Guard and obtain an application for inspection and final inspection of the barge prior to May 26. Special circumstances from the Coast Guard now allow the issue of these temporary permits providing the barge meets the following requirements:
 - A. The barge owner must provide satisfactory evidence and attest to the seaworthiness of the barge to go offshore prior to any Coast Guard inspection.

- B. When the barge owner makes application to the Coast Guard for inspection, the material condition of the barge must be sufficient for the fireworks display.
 - C. The material condition of the barge is suitable for service beyond the boundary line.
 - D. There is no water in rakes or voids. To determine this all hatches must be opened for inspection. All hatches must be watertight and will be required to be closed and watertight during the voyage.
 - E. Adequate fire fighting equipment is readily available.
 - F. A tug must be alongside at all times.
- 3.5 Payment And Contract Information: The Proposal shall explain the Offerors policies and/or provide sample copies for the following:
- 3.5.1 Sample Contract.
 - 3.5.2 Receipt of Payment.
 - 3.5.3 Inclement Weather/Cancellation Reimbursement.
- 3.6 Contractor Information: The Offeror shall also provide the following company information:
- 3.6.1 Company Experience: Please provide your company's relevant work experience, years in business, etc.
 - 3.6.2 Personnel Information: Give the names, background, experience and responsibilities of the staff to be assigned to this project, including the tugboat captain and crew. Include personnel that will be assigned to the County displays (as well as the Captain and crew) and a short resume of each, including number of years experience. If you are presently unable to identify the pyrotechnicians who will be assigned our display you may list those from whom our pyrotechnicians will be selected. List how many pyrotechnicians and the names and the size of crew that will set up the shows.
 - 3.6.3 References: Provide a list of five (5) recent "similar project" client references complete with project location, brief description and cost. Please also provide the name of the contact person and their telephone and email address. "Similar Projects" means computer fired, barge-based aerial displays choreographed to music and lasting approximately 15 minutes, as well as short duration close proximity fireworks events.

3.6.4 Cost Information: Offerors must provide complete cost information based on each of the following items:

1. Proposed price for May 28 Ribbon Cutting (Section 2.1) \$ _____
2. Price for May 28 Evening Display with Barge (Section 2.2) \$ _____
3. Price for May 28 Land-Base Evening Display (section 2.3.1) \$ _____
4. Additional Costs for Rain Date Options for above Section 2.3.2)
 - a. May 29 Ribbon Cutting a. \$ _____
 - b. May 29 Barge-Fired Evening Display b. \$ _____
 - c. May 29 Land Based Evening Display Option c. \$ _____

Present all charges, costs, and credits associated with your Inclement Weather/Cancellation Policy (Section 3.6.4). Be sure to address the following items in presenting your terms, conditions, and cost adjustment information: Unfired shells, late start and time delays, and inclement weather cancellations.

3.6.5 Display Price Adjustments: Offeror is to outline in his proposal what cost adjustment would be made to the contracted price of the displays to reflect the following circumstances:

1. Unfired Shells: shells not used because of damage, defective firing or other causes.
2. Start Delay or Time Breaks: start of display(s) significantly delayed by Contractor or an undue time break (dead air time) occurs in the display(s).
3. Cancellation: Complete Cancellation of display(s) due to inclement weather. Offeror will indicate what costs if any would be charged if show is completely cancelled due to weather conditions.
4. Postponement: Policies cost for Rain Date Option (Section 2.3.2)

Please be specific as to how adjustment(s) would be computed. If you wish you can provide examples of adjustments. NOTE: If there is a delay in the show start or a break in the show due to WEATHER conditions, no adjustment for damaged or unshot shells, even if there was a weather delay.

3.7 Submittals: The proposal should be bound in a single volume, including any relevant documentation. All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal, the Offeror must respond to all parts of the RFP. Any other information thought be relevant, but not applicable to the enumerated categories, should be provided as appendix to the proposal. If publications are supplies by an Offeror to respond to a requirement, the response should include

reference to the document number and page number. This will provide a quick reference for the committee.

3.7.1 Copies: Five (5) copies of the proposals are required. (One signed original and 4 copies). Note: No other distribution of the proposals should be made by the Offeror.

3.7.2 Proposal Rejection: Any proposal which lacks significant information or is incomplete shall be rejected.

NOTE: *Any deviation from the guidelines presented in this RFP must be explained in writing in the Offerors Proposal.*

4.0 CONTRACTOR RESPONSIBILITIES

All Offerors submitting proposals shall be responsible for the following:

4.1 Optional Pre-Proposal Site Visit: This is not mandatory, but is encouraged, and may be scheduled at the Offerors convenience. If the Offerors would like to be accompanied by County staff to ask questions for clarification, then please contact Rick Smethurst with Parks and Recreation at 757-890-3503 to schedule an appointment at the Waterfront area.

4.2 Interviews: Two or more firms may be selected to present their proposal.

4.3 Mandatory Award Visit: The successful Offeror awarded this project will schedule at least one mandatory visit to Yorktown to meet with County personnel and review all plans and coordination for the fireworks, barge, and other relevant items to the fireworks displays in this RFP. This meeting will be held between March 15, 2005 and April 15, 2005 unless otherwise agreed to by the County. A second site visit scheduled during the first two weeks in May will also be held if the County determines that this would be desirable.

4.4 Delivery & Storage: The Contractor shall provide and deliver all materials, supplies, and equipment, required for setting up the fireworks displays. This shall include all vehicles and/or storage units necessary for keeping the fireworks secure and weather proof, a barge and tugboat. Transportation of fireworks must be in compliance with regulations of the U.S. Department of Transportation, 49 CFR Parts 171-180 and 390-399, and all motor vehicle laws established by the Commonwealth of Virginia as well as all laws and regulations under the purview of the United States Coast Guard. The fireworks must not be left unattended by the Contractor or allowed to become wet.

4.5 Fireworks Responsibilities: The successful Offeror awarded this project will be responsible for the following fireworks related items:

- a. All fireworks shells shall be readily marked for identification, including size and what shells contain multiple projections.
- b. All firework shells used must have been tested and assigned "EX" numbers by the appropriate regulatory agency.
- c. Provide radio communications, including at a minimum radios for shooter, tug boat captain and designated County staff, for the day of the show beginning with the inventory check, and maintain radio contact throughout the day. In addition, provide the shooter with a working cellular phone, and provide the designated County personnel with the cellular phone number, and a digital beeper.
- d. Provide to the designated County staff on the day before the shoot, prior to inventory check, a printed, detailed, itemized, inventory shipping list of all shells shipped for the fireworks display.
- e. Prior to the loading of the shells onto the barge, provide an on-site inventory check of shells with assigned County staff at a prearranged time. All fireworks packages shall be clearly labeled as to size, type, quantity and country of origin.

Allow total access of Contractor operations to the County's Fire Marshall at all times on the day of the display.

- g. Provide written procedures outlining plans for delivery, set-up and discharge of fireworks display in response to variable weather.

5.0 COUNTY RESPONSIBILITIES

The County shall be responsible for the following:

- 5.1 Permits: The County shall secure all applicable Federal, State, and Local governmental permits, licenses, and approvals for the fireworks display (Not including permits required for the barge, which will be the Contractor's responsibility).
- 5.2 Area Security: The County will be responsible for maintaining the barrier for the fireworks displays and for all crowd and boat control in the vicinity of the fireworks. Note: The Contractor shall provide around the clock security and surveillance of the fireworks themselves.

6.0 EVALUATION CRITERIA:

Responses to this RFP shall be evaluated using the following criteria (not necessarily in the order of importance).

- Company experience conducting similar fireworks displays and overall ability to meet or exceed all requirements for this project.

- Professional credentials and experience of key personnel for this project.
- Program merits, including: proposed number of shells (including specialty colors and size of shells, variety and uniqueness of shells); quantity proposed for special effects shells (multiple breaks shells, etc.); amount of shells per minute; lack of dead air time; plans for choreographed music; cancellation policy, etc.
- Quality controls and methodology described in proposal.
- Degree to which the work will be performed directly by the offering firm (without subcontractors).
- References who will offer evaluations of the firm's ability to conduct similar studies within similar time constraints.
- Costs provided for all program options presented in this RFP.

7.0 GENERAL TERMS AND CONDITIONS:

A. FORM:

All responses to a Request for Proposal (RFP) may be on the Offeror's letterhead or form. Response to an RFP should address all aspects of the request and must include a signature of the Offeror. All offers must be submitted in a sealed envelope plainly marked using the RFP number, date and time of receipt of proposals.

B. OPENING DATE/TIME:

Offers and amendments thereto, or withdrawal of proposals submitted, if received by the County after the date and time specified for scheduled opening, will not be considered. It will be the responsibility of the Offeror to see that his offer is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic proposals (including FAX) will not be accepted.

C. CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the buyer.

D. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposal, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services

or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

E. ANTI-DISCRIMINATION:

By submitting its bids or proposals, Offeror certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

- a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses

in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

F. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing the proposal, the Offeror certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

G. INDEMNITY AGREEMENT:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify the Owner, its officers, employees, and agents against and save them harmless from all claims, demands, and judgments made or recovered against them because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the work, whether or not due to any act of his or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the Owner, its officers, employees, or agents. Compliance by the Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractors or subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release the County, its officers, employees, or agents from and indemnify and save them harmless from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence in permitting the use thereof.

The provisions set out in this section shall be included in the contract between the Owner and the Contractor.

8.0 INSURANCE: (Revised 10/92)

The contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s). The successful Offeror also needs to name the owner of the barge as additional insured. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned
Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or
Property Damage.

Commercial General Liability

Limits of Liability - \$1,000,000 Per Occurrence Bodily Injury or
Property Damage.

Contractual Liability includes the Contractual liability assumed
hereunder.

Completed Operations Insurance, to remain in full effect until the
date of acceptance of the project by the Owner.

Umbrella Liability

Excess Liability over Employers Liability, Comprehensive
Automobile Liability and Commercial Liability policies.

Limits of Liability - \$5,000,000. Each Occurrence
\$5,000,000. Aggregate

9.0 AWARD OF CONTRACT:

Two or more Offerors deemed to be fully qualified and best suited among those submitting proposals will be identified on the basis of the evaluative criteria stated in the Request for Proposal.

Repetitive informal interviews shall be permissible wherein Offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts.

At the conclusion of discussions, outlined above, on the basis of evaluative criteria published in this RFP and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious.

Negotiations will then be conducted beginning with the Offeror ranked first. If a contract which is satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award will be made to that Offeror. Otherwise, negotiations with the Offeror ranked first will be formally terminated and negotiations conducted with the Offeror ranked second, and so on until a contract can be negotiated at a fair and reasonable price.

Should the Evaluation Committee determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. (Code of Virginia, 2.2-4301.) At any time during the negotiations, the Purchasing Office may terminate all negotiations and re-advertise the requirement.